
**THE CITY OF KANKAKEE
KANKAKEE COUNTY, ILLINOIS**

**ORDINANCE
NUMBER 2020 -__**

**AN ORDINANCE APPROVING AN AGREEMENT REGARDING THE
PURCHASE OF 182 SOUTH WASHINGTON AVENUE, KANKAKEE,
ILLINOIS**

**CHASITY WELLS-ARMSTRONG, Mayor
ANJANITA DUMAS, C.M.C., City Clerk**

**MICHAEL PRUDE
CHERRY MALONE-MARSHALL
MICHAEL O'BRIEN
STACY GALL
DAVID CRAWFORD
LARRY OSENGA
DANITA SWANSON**

**JAMES A. FAFORD
TYLER D. TALL, SR.
CARMEN LEWIS
CHRISTOPHER CURTIS
MICHAEL COBBS
FRED TETTER
P. CARL BROWN**

Aldermen

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ODELSON, STERK, MURPHEY, FRAZIER & McGRATH, LTD. - City Attorneys
3318 West 95th Street - Evergreen Park, Illinois 60805

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**AN ORDINANCE APPROVING AN AGREEMENT REGARDING THE
PURCHASE OF 182 SOUTH WASHINGTON AVENUE, KANKAKEE,
ILLINOIS**

WHEREAS, the City of Kankakee (the “City”) is an Illinois home rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the Mayor and City Council of the City of Kankakee have determined that it is in the best interest of the health, safety and welfare of the residents of the City to acquire certain real property located at 182 South Washington, Kankakee, Illinois, as further provided in the Real Estate Contract attached as Exhibit A;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kankakee, Kankakee County, Illinois in the exercise of Kankakee’s home rule powers as follows:

SECTION 1: That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

SECTION 2: The Real Estate Sale Contract by and between Anthony L Janczak and the City of Kankakee, Illinois (the “Agreement”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby authorized and approved substantially in the form presented to this City Council, with such necessary substantive and procedural changes, if any, as determined by the City Attorney and as subsequently authorized by the Mayor, with such changes and revisions therein determined being approved by execution and delivery of the Agreement by the Mayor.

SECTION 3. The Mayor and Clerk are hereby authorized and directed to execute and deliver the Agreement and any and all other documents necessary to implement the provisions, terms and conditions thereof, as therein described, including the acquisition of real property.

SECTION 4. The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

SECTION 5. The City Comptroller, Treasurer and/or Finance Director are hereby authorized and directed to wire, forward and expend such necessary funds and undertake such financial and escrow required actions on the part of the City as required in the Agreement to complete satisfaction of any provision, term or condition stated therein.

SECTION 6: That the various provisions of this Ordinance are to be considered severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 7: All prior Resolutions and Ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION 8: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

(Intentionally Left Blank)

ADOPTED by the Mayor and City Council of the City of Kankakee, Kankakee County, Illinois this 18th day of May, 2020, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
PRUDE				
MALONE-MARSHALL				
O'BRIEN				
GALL				
CRAWFORD				
OSENGA				
SWANSON				
FAFORD				
TALL				
LEWIS				
CURTIS				
COBBS				
TETTER				
BROWN				
MAYOR WELLS-ARMSTRONG				
TOTAL				

APPROVED by the Mayor of the City of Kankakee, Kankakee County, Illinois on this 18th day of May, 2020.

CHASITY WELLS-ARMSTRONG, Mayor

ATTEST:

ANJANITA DUMAS, C.M.C., City Clerk

EXHIBIT A

REAL ESTATE SALE CONTRACT

1. **Buyer:**

City of Kankakee
304 South Indiana
Kankakee, IL 60901

2. **Seller:**

ANTHONY L JANCZAK
1837 W 2000S ROAD
KANKAKEE, IL, 609017843

3. **Property:**

Legal Description: TOWN OF KANKAKEE EX SE COR LOT 14 BLK 20 32-31-12E

Street Number: 182 S Washington, Kankakee, Il 60901

Real Estate Tax Code No.: 16-09-32-331-006

Together with all improvements and fixtures.

4. **Price and Earnest Money:**

Buyer shall pay to Seller as the purchase price for the Property the sum of One Hundred Thirty Five Thousand and 00/100s Dollars (\$135,000.00).

Buyer shall deliver the sum of One Thousand and 00/100 Dollars (\$1,000.00) (the "Earnest Money") as earnest money for the purchase of the Property. The Earnest Money shall be applied to the purchase price due at Closing.

5. **Terms:**

Buyer agrees to pay or satisfy the purchase price plus or minus prorations, at time of closing.

6. **Conveyance by Seller:**

- a. Seller agrees to sell the real estate and the property, if any, described above at the price and terms set forth herein, and to convey or cause to be conveyed to Buyer or nominee title thereto by a recordable warranty deed, with release of homestead rights, subject only to:

- i. Covenants, conditions and restrictions of record;
 - ii. Private, public and utility easements and roads and highways, if any;
 - iii. General taxes for the year 2019 Tax Year and subsequent years.
- b. Seller shall deliver the following, all in form and substance reasonably satisfactory to Buyer:
 - i. Bill of Sale executed by Seller conveying the Personal Property and the Fixtures;
 - ii. ALTA Statement and Gap Undertaking and other documents required by the Title Company for clearance of all exceptions to title other than the Permitted Exceptions;
 - iii. A certificate with respect to Seller's non-foreign status sufficient to comply with Section 1445 of the Internal Revenue Code and the regulations promulgated thereunder.

7. Evidence of Title:

Seller shall obtain, at seller's expense a commitment issued by a title insurance company licensed to do business in Illinois, to issue an owner's title insurance policy on the current form of American Land Title Association's Owner's Policy (or equivalent policy) in the amount of the purchase price, covering title to the real estate on or after the date hereof, showing title in the intended grantor subject only to:

- a. The general exceptions contained in the policy;
- b. The title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of the title commitment shall be conclusive evidence of good title as therein shown as to all matters Insured by the policy, subject only to the exceptions therein stated. If the title commitment discloses unpermitted exceptions, Seller shall have thirty (30) days from the date of delivery thereof to have the exceptions removed from the commitment act or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be thirty-five (35) days after the delivery of the commitment or the time specified in Paragraph Nine (9) herein, whichever is later. If Seller fails to have the exceptions removed, or in the alternative to obtain the commitment for title insurance specified above as to such exceptions within the specified time, Buyer may terminate this contract or may elect, upon notice to Seller within ten (10) days after the expiration of the thirty (30) day period, to take title as it then is with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If Buyer does not so elect, this contract shall become null and void without further action of the parties and Seller shall refund to Buyer all earnest money.

8. **Closing:**

The time of closing shall be on or before TBD or a date, if any, to which time is extended by reason of Paragraph Seven (7) becoming operative (whichever is later) unless subsequently mutually agreed, otherwise, at the title company of Seller's choosing, provided title is shown to be good or is accepted by Buyer.

9. **Possession and Seller's Responsibility for Current Tenants/Residents:**

Seller shall grant Buyer possession of the Property on the day of closing. Seller shall be responsible for the relocation of all tenants and residents at the Property. All tenants and residents shall be relocated prior to closing and Seller shall provide written documentation showing proof of all tenants' new address and residency.

10. **Inspection Contingency Period.**

This contract is contingent upon approval by Buyer of the condition of the Real Estate as evidenced by an inspection/environmental site assessment conducted at Buyer's expense and by contractor(s) selected by Buyer, within 30 days after Seller's acceptance of this contract. Buyer shall indemnify Seller from and against any loss or damage to the Real Estate caused by the acts or negligence of Buyer or the person performing such inspection. If written notice of Buyer's disapproval is not served within the time specified, this provision shall be deemed waived by the Buyer and this Contract shall remain in full force and effect.

11. **Approval by City Council.**

This Agreement is contingent upon its approval by the Kankakee City Council within thirty (30) days of the date of Effective Date of this Agreement. In the event that the Kankakee City Council fails to approve this Agreement, it shall be considered null and void whereupon the parties shall have no liability or duty to each other in connection with this Agreement and all Earnest Money paid by Buyer shall be refunded.

12. **Taxes:**

Real estate taxes assessed on the Property shall be prorated at closing based upon 105% of the last ascertainable tax bill.

13. **Time:**

Time is of the essence of this contract.

14. **Notices:**

Notices required under this contract shall be in writing by U.S. mail postage prepaid to the

addresses stated above, mailed in Kankakee County, Illinois, facsimile, email or by delivery in person. Addresses may be changed by like notice.

15. Other Documents:

In addition, Seller, at closing shall furnish to Buyer a completed Real Estate Transfer Declaration signed by Seller or Seller's agent in the form required pursuant to the Real Estate Transfer Tax Act of the State of Illinois, and shall meet other requirements as established by any local ordinance with regard to a transfer or transaction tax. Buyer and Seller hereby agree to make all disclosures and do all things necessary to comply with the applicable provisions of the Real Estate Settlement Procedures Act of 1974 and all other disclosure requirements required by Illinois law. In the event that either party shall fail to make appropriate disclosure when requested, such failure shall be considered a breach on the part of said party.

16. Default Remedies:

If this contract is terminated without Buyer's fault, the earnest money shall be returned to Buyer, but if the termination is caused by the Buyer's fault, then at the option of Seller and upon notice to Buyer, the earnest money shall be forfeited to Seller as liquidated damages. In addition, either party may pursue any available remedies at law or in equity for the breach of this contract by the other party.

17. General Provisions:

All terms and conditions hereof are binding on the heirs, executors, assigns or successors in interest of each party. Each of the covenants, promises, warranties and obligations of the parties herein contained shall be deemed to be made again at and shall survive the closing and delivery of deed herein.

18. Covenants of Seller.

Between the Date of this Agreement and the Closing, except as hereinafter provided, Seller shall not enter into or amend any contracts, leases or other agreements pertaining to the Property or otherwise perform or permit any act which will diminish or otherwise affect Buyer's interest under this Agreement or in or to the Property or which will prevent Seller's full performance of its obligations hereunder.

19. Representations and Warranties

(a) Seller represents and warrants to Buyer:

(i) That Seller has no knowledge of any presently pending special assessments of any nature with respect to the Property or any part thereof;

- (ii) That, subject to receipt of Seller Approvals, Seller has been duly authorized to enter into this Agreement and to consummate the transaction contemplated herein and that the individual executing this Agreement on behalf of Seller has the authority to bind Seller;
 - (iii) That there are no pending or, to Seller's knowledge, threatened, judicial, municipal, arbitration or administrative proceedings (including condemnation or similar proceedings) affecting the Property or in which Seller is or will be a party by reason of Seller's ownership of the Property; and
 - (iv) That there are no leases of the Property.
 - (v) There is no condominium, townhome or homeowners association of any kind for the Property and there are no assessments payments required to any entity for the Property.
- (b) The representations and warranties made in this Agreement shall be remade on the date of Closing and survive for a period of six (6) months following Closing.

20. Counterparts:

This Contract may be executed in two or more counterparts, each of which shall be considered an original, but all of which shall be considered the same document.

21. Appraisal.

Buyer may obtain an appraisal of the Property and Seller shall provide access to the Property for the purpose of completion of any appraisal.

22. Plat of Survey.

Prior to closing, Seller shall furnish at Seller's expense an ALTA-ACSM survey certified to Buyer, Buyer's lender (if any) and title insurance company dated not more than six (6) months prior to Date of Acceptance by a licensed land surveyor showing the location of the improvements thereon (including fences separating the Real Estate from adjoining properties) and showing all encroachments, if any. If the survey discloses improper location of improvements or encroachments and Seller is unable to obtain title insurance protection for the benefit of Buyer against loss resulting from such improper locations or encroachment, Buyer may, at his option, declare this contract to be null and void. Providing all existing improvements (including fences) and encroachments, if any, appear on the survey thus furnished, Buyer shall bear the cost of any later date survey which may be required by Buyer's lender or desired by Buyer.

23. Clean Condition.

Seller shall remove all debris from the Real Estate and improvements by date of possession. Buyer shall have the right to inspect the Real Estate and improvements prior to closing to verify that the Real Estate, improvements and included personal property are in substantially the same condition as of the date of Seller's acceptance of this contract, normal wear and tear excepted.

DATED: _____, 20__.

BUYER:

SELLER:
